



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
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Board of Supervisors  
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Fifth District

October 19, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:  
HIGH DESERT HEALTH SYSTEM  
MULTI-SERVICE AMBULATORY CARE CENTER PROJECT  
APPROVAL OF AMENDMENTS TO TWO OPTION AGREEMENTS  
FOR TRANSFER OF REAL PROPERTY  
SPECS. 6837; C.P. 77350  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

The action is to approve Amendments to the two Option Agreements for Transfer of Real Property by and between the Lancaster Redevelopment Agency and the County of Los Angeles for the purpose of the new High Desert Health System Multi-Service Ambulatory Care Center, and other complementary healthcare-related facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Chair to execute Amendments to the two Option Agreements with the Lancaster Redevelopment Agency for the Multi-Service Ambulatory Care Center project, including the Amendment to the Parcel A Option Agreement which will extend the end of the Option Term from October 30, 2010 to April 30, 2011, and the Amendment to the Parcel B Option Agreement which will provide the County with the ability to request up to three 3-month extensions of the Parcel B Option Term, if necessary.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only***

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will allow the County to retain the rights to purchase approximately 21 acres from the Lancaster Redevelopment Agency (LRA) located in the immediate vicinity of 3<sup>rd</sup> Street East and Avenue I in the City of Lancaster. This site (Parcel A) will be the location of the new High Desert Multi-Service Ambulatory Care Center (MACC) facility which will offer various outpatient medical services, including primary care, urgent care, specialty care, and outpatient surgery services and Parcel B will be used for services complementary to the High Desert MACC.

On December 15, 2009, your Board approved two Option Agreements with the LRA for the development of the new MACC facility, including the Parcel A Option Agreement which allows the County to acquire a 14.91 acre vacant parcel at a proposed purchase price of \$894,600 to construct the new High Desert MACC facility, and the Parcel B Option Agreement which allows the County to acquire the adjacent 5.98 acre parcel at a proposed purchase price of \$358,800 to develop other County healthcare-related facilities at some time in the future.

We are working closely and cooperatively with the LRA and the City of Lancaster for the development of the new MACC facility and the land acquisition process. The City of Lancaster is currently preparing a tentative parcel map to combine the various multiple single lots into the two parcels (Parcel A and Parcel B), including the vacating of public roads, clearing of all existing easements, and coordinating removal/relocation of existing utilities where needed. In addition, we have completed the environmental site assessment and geotechnical studies of the sites and are in the process of preparing an Environmental Impact Report (EIR) for the project which is scheduled to be completed in February 2011.

Approval of the two Amendments to the Option Agreements will provide the County with the additional time needed to complete the EIR prior to the land acquisition and the development of the project. The Amendment to the Parcel A Option Agreement will extend the end of the Option Term from October 30, 2010 to April 30, 2011. The Amendment to the Parcel B Option Agreement will provide the County with the ability to request three 3-month extensions of the Parcel B Option Term, if necessary. In addition, the Amendments also correct the Closing Date language in the Option Agreements to allow escrow to close after the Option to purchase has been exercised. All other terms and conditions in the Option Agreements remain unchanged.

The LRA has already approved the Amendments to the Option Agreements. Once your Board approves the Amendments, our option to purchase Parcel A will be extended to April 30, 2011. We will return to your Board for approval to exercise the options upon completion of the EIR and due diligence activities, with the intent to purchase Parcel A

before April 30, 2011 and purchase Parcel B before October 31, 2011, which should provide adequate time to assess the need for other County healthcare-related facilities.

Since the EIR will not be completed until February 2011, the overall project schedule must be adjusted accordingly. The new proposed schedule is included in Enclosure A.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goals of Operational Effectiveness (Goal 1), Children and Families' Well-Being (Goal 2), and Health and Mental Health (Goal 4) by investing in public health infrastructure and improving access to health care in the northern portion of the County. Completion of this project will bring healthcare services closer to the residents of the Lancaster area.

### **FISCAL IMPACT/FINANCING**

The proposed purchase price for Parcel A (\$894,600), and Parcel B (\$358,800) will remain unchanged in the amended Option Agreements, and the related title and escrow costs to consummate both transactions will be less than \$10,000. Upon completion of the project scoping documents and confirmation of construction cost estimates, we will return to your Board for approval of a total project budget.

The High Desert MACC Project, including the property purchase, will be initially funded with tax-exempt commercial paper, and will ultimately be financed through the issuance of long-term bonds.

The par amount of each bond type to be issued will be based on market conditions and discussions with the Treasurer and Tax Collector and presented to your Board for approval prior to implementation of the financing.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The High Desert MACC project will consist of an approximately 142,000 square-foot MACC facility for various outpatient medical services, including primary care, urgent care, specialty care, and outpatient surgery services, as well as all related site and infrastructure improvements. The project will be completed using the design-build project delivery method. The Department of Public Works is in the process of preparing the scoping documents that will specify the requirements for the project and be used for procurement of the design-builder. The scoping documents are scheduled to be completed in November 2010.

We are currently in the process of selecting a design-builder to complete the design and to construct the MACC. The Department of Public Works issued a Request for

Proposals (RFP) to develop a short list of design-build firms to compete for the contract to complete the design and to construct the MACC. We are currently reviewing 13 proposals from design-build firms that are interested in constructing the MACC. Once we short-list the firms we will issue an RFP to the top three firms to compete for the High Desert MACC design-build contract. We plan to select the best value firm for recommendation to your Board.

### **ENVIRONMENTAL DOCUMENTATION**

Approval and execution of the Amendments to the Option Agreements does not constitute a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed action is an administrative activity of government which will not result in direct or indirect changes to the environment.

On December 15, 2009, your Board authorized award of a consultant services agreement to BonTerra Consulting to perform all necessary environmental reviews and prepare an EIR to evaluate all potential direct, indirect, and cumulative environmental impacts associated with the High Desert MACC project. The EIR will be completed prior to returning to your Board for approval of any discretionary action that may impact the environment and exercise of the option to purchase Parcel A, and Parcel B at a later point in time.

### **CONTRACTING PROCESS**

On December 15, 2009, your Board authorized and delegated authority to the Director of Public Works, to award and execute an agreement with the most qualified firm to complete the scoping documents for the High Desert MACC Project for a \$3,900,000 not-to-exceed amount. On March 24, 2010, Public Works awarded an agreement to Lee, Burkhardt, Liu, Inc. (LBL) for design-build scoping document and support services for a \$3,900,000 not-to-exceed amount.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will have no impact on current services or projects. Upon completion of the new MACC facility, we anticipate that the existing MACC facility will be vacated by Health Services. At this time, we have not identified a specific use for the existing MACC site. However, we will be reviewing other potential uses by other County departments in the Antelope Valley area.

The Honorable Board of Supervisors  
October 19, 2010  
Page 5

**CONCLUSION**

Upon approval of the recommendations, please forward one adopted copy of the Board letter and the executed Amendments to the CEO, Asset Planning and Strategy Section at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing, and one adopted copy of the Board letter to Public Works.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:GF:SK  
DJT:MV:SVG:mc

**Attachments**

c: Executive Office, Board of Supervisors  
County Counsel  
Health Services  
Public Works

**ENCLOSURE A**

**DEPARTMENT OF PUBLIC WORKS:  
HIGH DESERT HEALTH SYSTEM  
MULTI-SERVICE AMBULATORY CARE CENTER PROJECT  
APPROVAL OF AMENDMENTS TO TWO OPTION AGREEMENTS  
FOR TRANSFER OF REAL PROPERTY  
SPECS. 6837; C.P. 77350  
(FIFTH DISTRICT) (3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Approved Completion Dates</b>	<b>Revised Completion Dates</b>
Project Scoping Documents	09/2010	11/2010
Award Design-Build Contract	03/2011	05/2011
Design	By Design-Builder	By Design-Builder
Jurisdictional Approval	By Design Builder	By Design-Builder
Construction Substantial Completion	10/2013	01/2014
Acceptance of Project	12/2013	04/2014

## AMENDMENT NO. 1

TO AMEND THE OPTION AGREEMENT FOR THE TRANSFER OF  
REAL PROPERTY BY AND BETWEEN LANCASTER  
REDEVELOPMENT AGENCY AND COUNTY OF LOS ANGELES  
(Parcel "A")

THIS AMENDMENT TO THE OPTION AND SALE AGREEMENT (the "Amendment") entered into this \_\_\_\_ day of \_\_\_\_\_ 2010 (the "Date of the Amendment") between the LANCASTER REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency" or "Seller") the COUNTY OF LOS ANGELES, a body corporate and politic (the "County" or "Buyer") amending the Option and Sale Agreement to transfer certain real property (referred to as Parcel "A") from the Agency to the County.

WHEREAS, the parties have previously approved an Option and Sale Agreement (Parcel "A") (the "Original Agreement") on December 15, 2009 involving the sale to the County of an approximate 14.91 acre property, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"),

WHEREAS, each party mutually desires to amend the Original Agreement in order provide for an extension to the Option Term for Parcel "A" from October 30, 2010 to April 30, 2011; and

WHEREAS, the Amendment shall further provide the Executive Director of the Agency the added ability to administratively extend the term of the Original Agreements for Parcel "A" in the future for up to three (3) consecutive terms of three (3) month periods, as needed provided there are no outstanding events of default under the Original Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Original Agreement shall be amended as follows:

1. Section 1.2 of the Original Agreement (Parcel "A") is amended by inserting April 30, 2011 in place of October 31, 2010.
2. Section 1.2 of the Original Agreement (Parcel "A") amended by adding the following sentence thereto:

"The Executive Director of the Agency, in his sole discretion, may grant the County up to three (3) additional extensions of three (3) months each upon written request of the County setting forth the reason for each extension."

3. Section 5 is amended such that the following language in the last two lines is deleted:

"provided, the Closing Date shall occur on or prior to November 30, 2010 (the "Outside Date").

IN WITNESS WHEREOF, the Agency and County have through their duly authorized officers, executed this Amendment as of the date first written above.

**SELLER:**

LANCASTER REDEVELOPMENT AGENCY,  
a public body, corporate and politic

By: \_\_\_\_\_

Executive Director

acting

EB

**ATTEST:**

By: \_\_\_\_\_

Agency Secretary

**APPROVED AS TO FORM:**

STRADLING, YOCCA, CARLSON & RAUTH,  
a professional corporation

By: \_\_\_\_\_

Agency Counsel

**BUYER:**

COUNTY OF LOS ANGELES  
a body corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

**ATTEST:**

Sachi A. Hamai, Executive Officer  
Board of Supervisors

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_

Senior Deputy



EXHIBIT "A"

**LEGAL DESCRIPTION  
(PARCEL "A")**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

LOTS 96 THRU 99 INCLUSIVE OF TRACT NO. 22808, PER MAP RECORDED IN BOOK 601 PAGES 74 TO 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF 3RD STREET EAST LYING SOUTHERLY OF AVENUE H-14, AND THAT CERTAIN ALLEY LYING EASTERLY OF 3<sup>RD</sup> STREET EAST, AND THAT PORTION OF AVENUE H-14 LYING EASTERLY OF 3<sup>RD</sup> STREET EAST, ALL AS SHOWN ON SAID TRACT NO. 22808, ALONG WITH LOT 6 OF TRACT NO. 061166 PER MAP RECORDED IN BOOK 1309 PAGES 17 TO 19, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALONG WITH LOTS 51 THRU 66 INCLUSIVE, AND A PORTION OF LOT 111, ALL AS SHOWN UPON TRACT NO. 22809 PER MAP RECORDED IN BOOK 602 PAGES 51 TO 58, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT CERTAIN ALLEY LOCATED BETWEEN AVENUE H-13 AND AVENUE H-14, FROM 3RD STREET EAST TO 4TH STREET EAST, AND THAT PORTION OF AVENUE H-14, FROM 3RD STREET EAST TO 4TH STREET EAST, ALL AS SHOWN ON SAID TRACT NO. 22809.

THE EXTERIOR BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF AVENUE I, 50.00 FOOT WIDE HALF STREET AS SHOWN ON SAID TRACT NO. 22809, SAID POINT DISTANT THEREON 27.00 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 111; THENCE, PARALLEL TO THE EASTERLY LINE OF SAID LOT 111, NORTH 00°14'20" EAST A DISTANCE OF 620.77 FEET; THENCE, CONTINUING PARALLEL TO SAID EASTERLY LINE, NORTH 23°15'40" WEST A DISTANCE OF 50.71 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE H-14, 60 FEET WIDE AS SHOWN ON SAID TRACT NO. 22809; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 66°44'20" WEST A DISTANCE OF 27.00 FEET TO A POINT ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE OF 4TH STREET EAST, 54 FEET WIDE AS SHOWN ON SAID TRACT NO. 22809; THENCE, ALONG SAID PROLONGATED LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 23°15'40" WEST A DISTANCE OF 266.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED SOUTHERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE H-13, 60 FEET WIDE AS SHOWN ON SAID TRACT NO. 22809; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 66°44'20" WEST A DISTANCE OF 213.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED NORTHERLY AND HAVING A RADIUS OF 640.41 FEET; THENCE, ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 23°02'54" AN ARC DISTANCE OF 257.62 FEET; THENCE, CONTINUING ALONG

SAID RIGHT-OF-WAY LINE AND TANGENT TO LAST SAID MENTIONED CURVE, SOUTH 89°47'14" WEST A DISTANCE OF 136.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF 3RD STREET EAST, 60 FEET WIDE AS SHOWN ON SAID TRACT NO. 22808; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 00°12'46" EAST A DISTANCE OF 231.29 FEET; THENCE SOUTH 02°30' 11" EAST A DISTANCE OF 50.04 FEET TO A POINT WHICH LIES 32.00 FEET EASTERLY OF THE CENTERLINE OF 3<sup>RD</sup> STREET EAST AS SHOWN ON SAID TRACTS 22808, 22809 AND 061166, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED WESTERLY AND HAVING A RADIUS OF 462.00 FEET, A RADIAL TO SAID BEGINNING POINT BEARS SOUTH 89°59'54" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°36'21" AN ARC DISTANCE OF 238.72 FEET; THENCE, TANGENT TO LAST SAID MENTIONED CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF 3RD STREET EAST, 64 FEET WIDE AS SHOWN ON SAID TRACT NO. 061166, SOUTH 29°36'27" WEST A DISTANCE OF 72.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY AND HAVING A RADIUS OF 398.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 25°20'33" AN ARC DISTANCE OF 176.04 FEET, A RADIAL TO LAST MENTIONED POINT BEARS NORTH 85°44'06" WEST; THENCE SOUTH 39°03'16" EAST A DISTANCE OF 36.92 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AVENUE I, 50 FOOT WIDE HALF STREET AS SHOWN ON SAID TRACT NO. 061166 AND 22809; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF AVENUE I, NORTH 89°16'20" EAST A DISTANCE OF 885.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 649,353 S.F. (14.91 AC.)

NOTE: THE ABOVE LEGAL DESCRIPTION IS BASED UPON RECORD DATA PER TRACT NO. 22808, M.B. 601, PG'S 74 TO 78; TRACT NO. 22809, M.B. 602, PG'S 51 TO 58; TRACT NO. 061166, M.B. 1309, PAGES 17 TO 19 (ROTATED); AND IS SUBJECT TO CHANGE

ORIGINAL

AMENDMENT NO. 1

TO AMEND THE OPTION AGREEMENT FOR THE TRANSFER OF  
REAL PROPERTY BY AND BETWEEN LANCASTER  
REDEVELOPMENT AGENCY AND COUNTY OF LOS ANGELES  
(Parcel "B")

THIS AMENDMENT TO THE OPTION AND SALE AGREEMENT (the "Amendment") entered into this \_\_\_\_ day of \_\_\_\_\_ 2010 (the "Date of the Amendment") between the LANCASTER REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency" or "Seller") the COUNTY OF LOS ANGELES, a body corporate and politic (the "County" or "Buyer") amending the Option and Sale Agreement to transfer certain real property (referred to as Parcel "B") from the Agency to the County.

WHEREAS, the parties have previously approved an Option and Sale Agreement (Parcel "B") (the "Original Agreement") on December 15, 2009 involving the sale to the County of an approximate 5.98 acre property, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"),

WHEREAS, each party mutually desires to amend the Original Agreement in order provide the Executive Director of the Agency the added ability to administratively extend the term of the Original Agreement for Parcel "B" in the future for up to three (3) consecutive terms of three (3) month periods, as needed provided there are no outstanding events of default under the Original Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Original Agreement shall be amended as follows:

1. Section 1.2 of the Original Agreement (Parcel "B") is amended by adding the following sentence thereto:

"The Executive Director of the Agency, in his sole discretion, may grant the County up to three (3) additional extensions of three (3) months each upon written request of the County setting forth the reason for each extension."

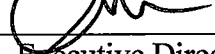
2. Section 5 is amended such that the following language in the last two lines is deleted:

"provided, the Closing Date shall occur on or prior to December 31, 2011 (the "Outside Date").

IN WITNESS WHEREOF, the Agency and County have through their duly authorized officers, executed this Amendment as of the date first written above.

**SELLER:**

LANCASTER REDEVELOPMENT AGENCY,  
a public body, corporate and politic

By:  \_\_\_\_\_ 23  
Executive Director

**ATTEST:**

By:  \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

STRADLING, YOCCA, CARLSON & RAUTH,  
a professional corporation

By:  \_\_\_\_\_  
Agency Counsel

**BUYER:**

COUNTY OF LOS ANGELES  
a body corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

**ATTEST:**

Sachi A. Hamai, Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

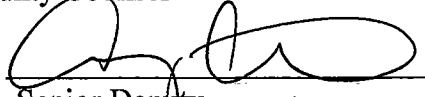
By:  \_\_\_\_\_  
Senior Deputy

EXHIBIT "A"

**LEGAL DESCRIPTION**  
**(PARCEL "B")**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

LOTS 88 TO 110 AND THE EASTERLY 27.00 FEET OF LOT 111, AS SHOWN UPON TRACT NO. 22809 PER MAP RECORDED IN BOOK 602 PAGES 51 TO 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALONG WITH THAT PORTION OF RAYSACK AVENUE LYING SOUTHERLY OF AVENUE H-14 AS SHOWN ON SAID TRACT NO. 22809.

A METES AND BOUNDS FOR SAID PORTION DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, ALSO BEING THE CENTERLINE INTERSECTION OF AVENUE I AND 5TH STREET EAST; THENCE, ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, ALSO BEING THE CENTERLINE OF AVENUE I, SOUTH 89°16'20" WEST A DISTANCE OF 393.17 FEET; THENCE, AT RIGHT ANGLES TO SAID CENTERLINE OF AVENUE I, NORTH 00°43'40" WEST A DISTANCE OF 50.00 FEET TO A POINT OF THE NORTHERLY RIGHT-A-WAY LINE OF AVENUE I, SAID POINT DISTANT THEREON 27.00 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 111, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, PARALLEL TO THE EASTERLY LINE OF SAID LOT 111, NORTH 00°14'20" EAST A DISTANCE OF 620.77 FEET; THENCE NORTH 23°15'40" WEST A DISTANCE OF 50.71 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE H-14, 60 FEET WIDE AS SHOWN ON SAID TRACT NO. 22809; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ITS EASTERLY PROLONGATION, NORTH 66°44'20" EAST A DISTANCE OF 185.87 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED SOUTHERLY AND HAVING A RADIUS OF 267.02 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°02'54" AN ARC DISTANCE OF 107.41 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND TANGENT TO LAST SAID MENTIONED CURVE, NORTH 89°47'14" EAST A DISTANCE OF 74.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°27'06" AN ARC DISTANCE OF 39.47 FEET TO A POINT OF TANGENCY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 5TH STREET EAST, 40 FOOT WIDE HALF STREET AS SHOWN ON SAID TRACT NO. 22809; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°14'20" WEST A DISTANCE OF 708.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°02'00" AN ARC DISTANCE OF 38.85 FEET TO A POINT OF TANGENCY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF AVENUE I, 50 FOOT WIDE HALF STREET AS SHOWN ON SAID TRACT NO 22809; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF AVENUE I, SOUTH 89°16'20" WEST A DISTANCE OF 329.43 FEET TO THE POINT OF BEGINNING.

CONTAINING: 260,531 Square Feet (5.98 Acres.)